ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved OMB No. 0704-0187 Expires Jun 30, 1997 PAGE 1 OF

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES. SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6. 3. DATE OF ORDER 1. CONTRACT/PURCH ORDER NO. 2. DELIVERY ORDER NO. 4. REQUISITION/PURCH REQUEST NO. 5. PRIORITY (YYMMMDD) SPM407-05-M-0022 2004 OCT 08 DOA1 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than 6) CODE SP0400 SP0400 8. DELIVERY FOB Defense Supply Center Richmond ATTN: DSCR Procurement DEFENSE SUPPLY CENTER RICHMOND BUSINESS SUPPLIER OPERATIONS DEST 8000 Jefferson Davis Highway 8000 JEFFERSON DAVIS HWY Richmond, Virginia 23297-RICHMOND VA 23297-5770 OTHER Local Administrator: PAROFA6 (804)279-6639 / FAX: (804)279-1679 E-mail: mandy.lambert@dla.mil (See Schedule if other) CRITICALITY: C 1. MARK IF BUSINESS CODE FACILITY CODE 1Y821 10. DELIVER TO FOB POINT BY(Date) (YYMMMDD) \mathbf{X} 2004 NOV 07 SMALL 12. DISCOUNT TERMS SMALL DISAD-VANTAGED AIR SHUNT INSTRUMENTS INC. NAME AND ADDRESS 9101 WINNETKA AVENUE NET 30 days WOMEN-OWNED CHATSWORTH CA 91311-6037 13. MAIL INVOICES TO See Block 15 14. SHIP TO 15. PAYMENT WILL BE MADE BY CODE **SL4701** MARK ALL See Schedule - Do Not Ship to Address in Block 6 DFAS BVDP (SL4701) PACKAGES AND P.O. BOX 369031 PAPERS WITH COLUMBUS OH 43236-9031 CONTRACT OR ORDER NUMBER DELIVERY 16. This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract TYPE offer dated 2004 OCT 06, 205-030-624-10 and furnish the following on terms specified herein. OF PURCHASE X ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW ORDEF MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME TYPED NAME AND TITLE NAME OF CONTRACTOR SIGNATURE DATE SIGNED (YYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE Other: BX:97X 4930 5CBX 001 2630 S33189 QUANTITY ORDERED/ 18. ITEM NO. 21. UNIT UNIT PRICE SCHEDULE OF SUPPLIES/SERVICE AMOUNT ACCEPTED* TOTAL: 85 24. UNITED STATES OF AMERICA Mechelle Stansfield PAROFCC 4080.00 If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and entirely. 25. TOTAL BY: Mechille R. Stansfield 29. FRACTING/ORDERING DIFFERENCE 26. QUANTITY IN COLUMN 20 HAS BEEN 28. D.U. VOUCHER NO. 27. SHIP. NO. 30. ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED RECEIVED 33. AMOUNT VERIFIED CORRECT FOR 32. PAID BY PARTIAL FINAL 34. CHECK NUMBER SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE DATE 31. PAYMENT 36. I certify this account is correct and proper for payment COMPLETE 35. BILL OF LADING NO. PARTIAL SIGNATURE AND TITLE OF CERTIFYING OFFICER DATE FINAL 37.RECEIVED AT | 38. RECEIVED BY (Print) 40.TOTAL CONTAINERS 41. S/R ACCOUNT NUMBER 42. S/R VOUCHER NO 39. DATE RECEIVED

(YYMMMDD)

CONTINUATION SHEET SPM407-05-M-0022 2 9 AT and FIT have been waived for this procurement. Surplus material has been approved. Special Quality Assurance Provision, OAF 502, applies to this order. TOB, Inspection and Acceptance: Destination.		Order Number:	PAGE OF	PAGES
Surplus material has been approved. Special Quality Assurance Provision, QAP S02, applies to this order.	CONTINUATION SHEET	SPM407-05-M-0022	2	9
Surplus material has been approved. Special Quality Assurance Provision, QAP S02, applies to this order.				
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POS, Inspection and Acceptance: Destination.	Special Quality Assurance Provision	, QAP SU2, applies to this order.		
POB, Inspection and Acceptance: Destination.				
	FOB, Inspection and Acceptance: Des	tination.		
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Order Number:

SPM407-05-M-0022

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SECTION B

PR 0010701640

NSN 1560-00-404-7653

ITEM DESCRIPTION:

FAIRING, AIR VENT, CABIN

FIRST ARTICLE/PREPRODUCTION APPROVAL CONTRACTOR TESTING is waived.

MARK I/A/W AMCOM PROCUREMENT PACKAGE. CONFIGURATION CONTROL APPLIES. SEE CLAUSE 52.246-9G36 (SECTION I). TECH DATA PACKAGE AVAILABILITY:

AN UNRESTRICTED TECHNICAL DATA PACKAGE IS AVAILABLE FOR THIS NSN. TO OBTAIN A COPY SUBMIT REQUEST VIA INTERNET, INTERNET ADDRESS IS:

HTTPS://DBI.DSCC.DLA.MIL (ALL LOWER CASE)

CRITICAL APPLICATION ITEM

I/A/W DRAWING NR DD-97499-205-030-624

BASIC

AMEND NR G DTD 68 APR 03 TYPE NUMBER: 205-040-624-010

I/A/W QAP QAP-S02 applies

REFNO

AMEND NR 00 DTD 97 JUN 01

TYPE NUMBER:

<u>ITEM</u> PRLI QUANTITY UNIT UNIT PRICE PR**AMOUNT** 0001 0010701640 0001 85 EA <u>\$48.00000</u> \$4080.00

MINUS 0%

QTY VARIANCE: PLUS 0%

INSPECTION POINT: DEST ACCEPTANCE POINT: DEST

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SECTION B

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:

WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:

UNIT CONT = A1: OPI = O:

INTRMDTE CONT = D3: INTRMDTE CONT QTY = AAA:

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - No special marking

PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV A

DATED 4090

For all shipments of packaged materiel to the government, which includes either depot (DLAdirect) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2004 NOV 07

PARCEL POST/FREIGHT ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001
US

SECTION B NON-MILSTRIP PROJ REMIT PAYMENT TO: CONTINUED ON NEXT PAGE		Order Number:	PAGE OF	PAGES
SECTION B NON-MILSTRIP PROJ * * * * * * * * * * * * * * * * * * *	CONTINUATION SHEET	SPM407-05-M-0022	5	9
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OF PAGES

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SECTION B

B13F01 13-1A-9G NOTIFICATION OF REJECTION OF UNILATERAL AWARD (MAR 2001) DSCR

Unless this is a bilateral award, notice of rejection as described herein is required. The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated to perform on a unilateral purchase order, you should promptly notify the DSCR contract administrator in writing if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances. FAILURE TO PROVIDE PROMPT NOTICE WILL ADVERSELY AFFECT YOUR PAST PERFORMANCE AUTOMATED BEST VALUE SYSTEM SCORE IF THIS ORDER IS LATER CANCELLED AT OTHER THAN THE GOVERNMENT'S REQUEST.

B47F01 0-47A-9G DSCR TRANSPORTATION NOTICE (JAN 2003) DSCR

If this is a DSCR administered award (see Block 7 of the DD Form 1155), you should contact the DSCR Transportation Office via FAX 804-279-5157 for shipping instructions, clearances, and freight addresses. For urgent requirements, you may call 804-279-4589. You must provide the weight, cube, number of pieces, and shipping location when you call or FAX.

B47F03 47-3A-9G DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in the DSCR Master Solicitation, Section 3. http://www.dscr.dla.mil/procurement/mastersol.htm.

SECTION D

D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (MAR 2004) DLAD

D11F39 52.211-9G73 PACKAGING AND MARKING REQUIREMENTS (JUL 2002) DSCR

- (a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments FMS shipments

 $\mbox{\tt Hazardous}$ material, as cited in the AID or in the Quality Requirements Matrix.

- (c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.
- (d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

SECTION E

E46F33 52.246-9G16 INSPECTION AND ACCEPTANCE POINT (FEB 1996) DSCR

Inspection point: [x] Destination [] Origin
Acceptance point: [x] Destination [] Origin
[] Inspection and Acceptance will take place at:
 Origin - First Shipment Only
 Destination - Subsequent Shipments

SECTION F

F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

- (b) The permissible variation shall be limited to:
- 00 % (Percent) Increase 00 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

F11F06 11-19-9G DSCR NOTE TO CLAUSE 52.211-16 VARIATION IN QUANTITY (APR 1984)

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F11F36 52.211-9G22 DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV C (03290) (NOV 2003) DSCR

F11F42 52.211-9G52 TIME OF DELIVERY ALT I (APR 2004) DSCR

F13F30 52.213-9G01 DISTRIBUTION OF DD FORM 1155 (JUN 1999) DSCR

Shipping documentation must accompany each shipment. One copy of the order shall accompany or be included in each shipment. Contractors may obtain additional copies of DD Form 1155 by sending a written request to: Defense Supply Center, Richmond, 8000 Jefferson Davis Highway, ATTN: DSCR-JJA, Richmond, Virginia 23297-5380. Some DD Form 1155s are also available via the internet at http://progate.daps.mil/home/.

F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

F47F38 52.247-9G11 MANUFACTURER'S LOADING PRACTICES (JAN 1996) DSCR

SECTION I

104B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

7

(Vendor Fill-in)

I11A01

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

DEFENSE PRIORITY AND ALLOCATION I11A02 52.211-15 REQUIREMENT (SEP 1990) FAR

I11C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD

- (c) With respect to the surplus material being offered, the Offeror represents that:
- The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.
- (x) Yes () No (Vendor Fill-in). The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE)
- code and part number, specification, etc.).
- (x) Yes () No (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited. () Yes () No (x) Unknown (Vendor Fill-in) If no, the revision offered does not affect form, fit,
- function, or interface. () Yes () No (x) Unknown. The material was manufactured by:

Name Bell Helicopter (Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

(2) The Offeror currently possesses the material.

(x) Yes () No. If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

(x) Yes () No. If yes, provide the information below:

Address Hurst TX

Government Selling Agency ____ (Vendor Fill-in) DRMO Gov't Contract Number n/a (Vendor Fill-in) Contract Date (Month/Year)____ n/a (Vendor Fill-in) Other Source (Vendor Fill-in) n/a Address ___ (Vendor Fill-in) n/a Date Acquired (Month/Year) ____ (Vendor Fill-in)

- (3) The material has been altered or modified. () Yes (x) No (Vendor Fill-in)
- yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.
- (4) The material has been reconditioned. $(\)$ Yes (x) No. (Vendor Fill-in). If yes, (i) the price offered includes the cost of reconditioning/refurbishment. () Yes (x) No (Vendor Fill-in); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

The material contains cure-dated components. (x) No (Vendor Fill-in). If yes, the price includes replacement of cure-dated components. () Yes (x) No (Vendor Fill-in)

- (5) The material has data plates attached. () Yes (x) No (Vendor Fill-in). If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.
- (6) The offered material is in its original package. (x) Yes () No (Vendor Fill-in). (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings)

Contract Number	
DAAJ09-89-P-0442 NSN	(Vendor Fill-in)
1560-00-404-7653	(Vendor Fill-in)
Cage Code	(Vendor Fill-in)
Part Number	(Vendor Fill-in)
n/a	(Vendor Fill-in)

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. () Yes (x) No (Vendor Fill-in). If yes, (i) the material being offered is

from the same original Government contract number as that provided previously. () Yes (x) No; and (ii) state below the Government Agency and contract number under which the material was previously provided: AgencyContract Number _

(8) The material is manufacturered in accordance with a specification or drawing. (x) Yes () No. If yes, (i) the specification/drawing is in the possession of the Offeror. () Yes (x) No (Vendor Fill-in); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.

() Yes (x) No (Vendor Fill-in) Specification/Drawing Number ___

(Vendor Fill-in)

Revision (if any) __

(Vendor Fill-in) (Vendor Fill-in)

 $(\,9\,)$ The material has been inspected for correct part number and for absence of corrosion or any obvious defects. (x) Yes () No. If yes,

(i) Material has been re-preserved. () Yes (x) No (Vendor Fill-in); (ii) Material has been repackaged. () Yes (x) No (Vendor Fill-in);

(iii) Percentage of material that has been inspected is

______% 100 (Vendor Fill-in) and/or number of items inspected is _____ (Vendor Fill-in); and (iv) a written report was prepared. () Yes (x) No (Vendor Fill-in). If yes, the Offeror has attached it or forwarded it to the Contracting Officer. () Yes (x) No (Vendor Fill-in)

- (d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.
- The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material

being offered was previously owned by the Government (Offeror check which one applies):

- () (Vendor Fill-in) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.
- () (Vendor Fill-in) For DRMS Commercial Venture (CV) () (Vendor Fill-III) for DRMS Commercial Venture (CV)
 Sales, the shipment receipt/delivery pass document and
 invoices/receipts used by the original purchaser to resell the

material.

Date

- () (Vendor Fill-in) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.
- () (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail

methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

(x) (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings

and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. (x) Yes () No.

(Vendor Fill-in) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(Vendor Fill-in)

 $(\mbox{\it f})$ This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

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ORDER OF PRECEDENCE -- UNIFORM CONTRACT I15A05 52,215-8 (OCT 1997) FORMAT FAR

I22A03 52.222-3 CONVICT LABOR (JUN 2003) FAR

52,222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004) FAR

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) DFARS

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN I25A04 PURCHASES (JUN 2003) DEVIATION FAR

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003) DFARS

252.225-7002 QUALIFYING COUTRY SOURCES AS SUBCONTRACTORS (APR 2003) DFARS

52.229-9000 KENTUCKY SALES AND USE TAX EXEMPTION (DEC 1984) DLAD

Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption $\,$ n/a _. No amounts for this tax should be included in bids/offers.

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

52.232-8 DISCOUNTS FOR PROMPT PAYMENT I32A06 (FEB 2002) FAR

132A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

132A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004) DFARS

32-6A-9G DSCR NOTE TO CLAUSE 52,232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order.

DSCR (MAR 2000)

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I33F01 33-1A-9G DSCR NOTE TO 52.233-1 DISPUTES (JUL 2002) DSCR

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, $\frac{1}{2} \frac{1}{2} \frac{1}{2}$ 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA.

I44a05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004) FAR

I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)

I46F32 52.246-9G05 WARRANTY PPP&M (APR 2000) DSCR

I46F36 52.246-9G33 MISDIRECTED SHIPMENTS (JAN 1996) DSCR

146F37 52.246-9G36 CONFIGURATION CONTROL (JUN 2003) DSCR

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. full text of MIL-STD-973 is available at:

http://www.dscr.dla.mil/qap/qaps.htm

- (a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/ revision specified unless a variation is processed and approved as provided for at (b) below.
- (b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:
- (1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.
- Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.
- Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.
- (4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.
- (5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.
- (6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.
- Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) ALT III (MAR 2000) DFARS

52.252-2 CLAUSES INCORPORATED BY REFERENCE I52A01 (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.dla.mil/j-3/j-336/icps.htm

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I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIAITON)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR